

OFFICE OF INSPECTOR GENERAL
INTERNAL AUDIT

***MANAGEMENT REVIEW OF CONTRACT NO. SPJTS
WITH LAKE COUNTY BOYS RANCH***

February 6, 2001



Department of Children and Families
Kathleen A. Kearney, Secretary

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The Department of Children and Families is committed to working in partnership with local communities to ensure safety, well-being, and self-sufficiency for the people we serve.


February 6, 2001

The Honorable Kathleen A. Kearney
Secretary
Department of Children and Families
1317 Winewood Boulevard
Building 1, Suite 202
Tallahassee, Florida 32399-0700

Dear Secretary Kearney:

At the request of the Deputy District 13 Administrator, the Office of Inspector General conducted a Management Review of Contract No. SPJTS with Lake County Boys Ranch. The results of the review are presented herewith.

Sincerely,


Giuseppe A. Betta
Inspector General, CIG

Director of Auditing:
Patricia M. Manning, CIA, CGFM, CIG

Review Conducted by:
Bruce L. Smith

Enclosure

cc: Robert S. Cohen, Deputy Secretary
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with local communities to ensure safety, well-being and self-sufficiency for the people we serve.*

TABLE OF CONTENTS

Executive Summary	1
Subsequent Event	2
Authority	3
Background	3
Objectives	4
Scope	4
Methodology	5
Findings and Recommendations	6
Exhibits:	
I. Management Response	17
II. Distribution	30

EXECUTIVE SUMMARY

At the request of the [then] District 13 Manager for Administrative Services Ronald Zychowski, the Office of Inspector General (OIG) conducted a management review of Contract No. SPJTS with Lake County Boys Ranch (LCBR). The review focused on payments by the Department charged against Contract No. SPJTS [residential group care facility] from July 1, 1998 through February 28, 1999. For a significant part of the review period (through December 16, 1998), LCBR was jointly licensed for residential group and emergency shelter care. For that time period, the OIG tested payments charged against either Contract No. SPJTS or Contract No. SPJTP [emergency shelter care facility] for accuracy and appropriateness.

The objectives were to determine:

1. The validity and accuracy of payments to LCBR under Contract No. SPJTS.
2. The adequacy and effectiveness of the Department's system of internal control for processing payments to contract service providers through the Integrated Child Welfare Services Information System (ICWSIS) for multi-district rate contracts.

The following is a summary of the review findings:

- For the period under review, the Department, without the required written contract, had inappropriately allowed the placement of 77 children by LCBR in foster family homes.

The base rate for room and board paid directly to foster parents recruited by the Department is generally \$345 to \$425. The monthly rate charged by LCBR was generally \$1,200 for foster home services. Documentation obtained by the OIG shows that LCBR was reimbursing foster parents \$600 per month for each child placed.

Under Contract Nos. SPJTS and SPJTP, the Department had also inappropriately authorized the Office of the Comptroller to pay \$456,855 for these placements. The placement of children in foster family homes is not specified as a service to be provided under Contract Nos. SPJTS and SPJTP, nor were the contracts intended to be used to purchase such services.

- It was determined that 18 children, at a cost to the Department of \$38,970, were not sheltered by LCBR in accordance with the terms of Contract No. SPJTP. The intent of Contract No. SPJTP was to establish the rate of payment that LCBR would charge when the Department placed a child in LCBR's emergency shelter facility. These children were either determined to be, or probably were, sheltered by LCBR in foster family homes.

Moreover, the per diem rate paid for these shelter placements was approximately three times the Department's base rate. The Department paid LCBR the per diem rate of \$45 specified in Contract No. SPJTP for each of the children sheltered in a foster family home. Although there is no verification that foster family homes are providing 24-hour awake supervision, this per diem rate includes 24-hour awake supervision of the children. The Department's base per diem rate for emergency shelter family homes is \$11.74 or \$12.86.

- For the period under review, the OIG estimated that as much as \$125,457 in payments to LCBR (District 7 - \$102,743, District 3 - \$22,034, and District 13 - \$680) were incorrectly coded as being reimbursable under Title IV-E of the Social Security Act, Federal Payments for Foster Care and Adoption Assistance.

It is estimated that the Federal share (approximately 55.74%) of incorrectly coded payments was \$69,930.

- The OIG found that District 7 paid LCBR for three individuals and District 3 paid LCBR for one individual that were no longer eligible for services under Contract No. SPJTS, because they had reached the age of 18.

Moreover, the OIG found that for one of the individuals, District 7 paid \$2,400 even though the individual was residing in LCBR's independent living trailer [a living arrangement not licensed by the Department].

- During the course of this review, the OIG identified certain control procedures which, had they been in place or in use, would have timely alerted management that approximately \$2 million in excessive payments were being charged against Contract No. SPJTS.

At the contractual payment rate of \$1,395 per month, per child, total payments for the term of the contract should be approximately \$600,000. Actual payments in the Florida Accounting Information Resource Subsystem were almost \$2.6 million.

The attached report provides a detailed description of our findings and recommendations and may be read in full for a comprehensive understanding of the review.

SUBSEQUENT EVENT

In April 2000, subsequent to the release of the OIG's preliminary and tentative findings and recommendations, a Lake County Grand Jury indicted LCBR on charges of Medicaid fraud and grand theft. In accordance with the recommendations of the grand jury, the Department cancelled its remaining contracts with LCBR. LCBR appealed the indictment, but as of the date of this report, the appeal has not been adjudicated. Pending the results of the appeal, some of the recommendations stated in the OIG's final report may not require further action by management.

AUTHORITY

Pursuant to Section 20.055, Florida Statutes (F.S.), the Office of the Inspector General (OIG) is established in each State agency to provide a central point for coordination of and responsibility for activities that promote accountability, integrity, and efficiency in government.

Section 20.055(d), F.S., specifically states in pertinent part, that the Inspector General must:

"Provide direction for, supervise, and coordinate audits, investigations, and management reviews relating to the programs and operations of the State agency..."

BACKGROUND

Founded in 1968, Lake County Boys Ranch (LCBR) [currently named Partners for Children and Families, Inc.] is a not-for-profit organization which provides emergency shelter, residential care, educational and therapeutic services to neglected and abused children. On its main campus in Altoona, LCBR operates, for dependent boys, a 12 bed licensed residential group care facility, and a 12 bed licensed emergency shelter care facility. During the period under review, the Department had separate rate contracts in effect (Contract No. SPJTS and Contract No. SPJTP, respectively) with LCBR for each of the two group facilities. These rate contracts are available for use by any of the Department's 15 service districts. LCBR is also licensed by the Department as a child-placing agency, and operates a foster home program for both boys and girls through a network of individual foster family homes. Additionally, qualifying children may enter LCBR's independent living program, whereby they are provided living accommodations within the community or at LCBR's independent living facility. During the period under review, the Department did not have contracts with LCBR for the provision of services at either the individual foster family homes or the independent living arrangements.

History

This review was conducted at the request of the [then] District 13 Manager for Administrative Services. It was alleged that there were excessive expenditures in the Florida Accounting Information Resource (FLAIR) Subsystem against Contract No. SPJTS [the 12 bed residential group care facility]. At the contractual payment rate of \$1,395 per month, per child, total payments for the term of the contract should be approximately \$600,000. Actual payments in FLAIR were almost \$2.6 million.

It was alleged that Districts 3 and 7 were charging the contract erroneously – possibly using it to pay LCBR to place children in its network of community foster family homes.

It was not believed that a contract with LCBR existed for these “out-of-county” foster home placements. Moreover, the rate of payment used did not agree to Contract No. SPJTS.

OBJECTIVES, SCOPE AND METHODOLOGY

Management of the Department is responsible for administering numerous programs, activities, and contracts in accordance with governing provisions of laws, administrative rules, and other guidelines. Additionally, the proper administration of public funds requires that management establish and maintain a system of internal control to provide reasonable assurance that specific entity objectives will be achieved. Accordingly, management of the Department has established policies and procedures to ensure compliance with such laws and rules.

OBJECTIVES

The objectives were to determine:

1. The validity and accuracy of payments to LCBR under Contract No. SPJTS.
2. The adequacy and effectiveness of the Department’s system of internal control for processing payments to contract service providers through the Integrated Child Welfare Services Information System (ICWSIS) for multi-district rate contracts.

SCOPE

Contract No. SPJTS and Contract No. SPJTP [emergency shelter care facility] were in effect from July 1, 1996 through June 30, 1999. According to the Department’s FLAIR records, total payments charged to Contract No. SPJTS were \$2,582,213, and total payments charged to Contract No. SPJTP were \$486,169. Approximately 91 percent of the charges against Contract No. SPJTS were by Districts 3 and 7. Approximately 79 percent of the charges against Contract No. SPJTP were by Districts 3 and 7.

The review focused on payments by the Department charged against Contract No. SPJTS from July 1, 1998 through February 28, 1999. As District 13 executed Contract No. SPJTS, and Districts 7 and 3 were the primary users, the OIG selected these three districts for detailed testwork. For a significant part of the review period (through December 16, 1998), LCBR was jointly licensed for residential group, and emergency shelter care. Therefore, if the service date for the child was up to and including December 16, 1998, the OIG tested payments charged against either Contract No. SPJTS or Contract No. SPJTP. For children placed after that date, the OIG only tested payments charged to Contract No. SPJTS.

METHODOLOGY

To meet the OIG review objectives, staff developed an understanding of the applicable governing provisions of laws and administrative rules for contracts, and the Department's policies and procedures that are designed to ensure compliance. The OIG also became familiar with the governing provisions of laws and administrative rules for the care of dependent children, and the licensing of foster family homes, residential child-caring agencies, and child-placing agencies. The OIG conducted interviews with appropriate individuals in Districts 13, 3 and 7; and in the Family Safety (FS) central program office. Onsite fieldwork in Districts 13 and 3 took place September 13 through 17, and in District 7 from October 11 through 15, 1999.

The OIG selected for testwork, the \$467,492, \$87,469, and \$6,975 paid by Districts 7, 3 and 13, respectively, to LCBR during the review period under Contract No. SPJTS. The OIG also selected for testwork, \$103,485 of the \$120,705 paid by District 7 to LCBR during the review period under Contract No. SPJTP; and the \$6,210 paid by District 13. Testwork included, but was not limited to, the following: identifying the children for whom payment was made; identifying where the children were placed; reviewing the placement location for compliance with the terms of the contract under which the payment was processed; comparing the rate of payment to the contract rate; verifying the accuracy of the information on the paid ICWSIS invoice, including the appropriate use of Federal Title IV-E funds; and agreeing the details on the paid ICWSIS invoice to the invoice submitted by LCBR. The OIG was unable to perform the last step for District 7, because FS program staff failed to retain the invoices submitted by LCBR for services provided prior to February 1999.

A management review is intended to determine whether management has met their goals and objectives. Accordingly, it may be substantially less in scope than an audit. Nevertheless, to the extent possible, this review was conducted in accordance with applicable *Standards for the Professional Practice of Internal Auditing* published by the Institute of Internal Auditors, Inc.

FINDINGS AND RECOMMENDATIONS

Note Regarding Client Confidentiality: The names and identification numbers of the clients upon whom the findings are based are omitted from this report. So that the Department may take appropriate corrective action, this information will be submitted, as needed, under separate and confidential cover.

Finding #1 – For the period under review, the Department, without the required written contract, had inappropriately allowed the placement of 77 children by LCBR in foster family homes. Under Contract Nos. SPJTS and SPJTP, the Department had also inappropriately authorized the Office of the Comptroller to pay \$456,855 for these placements.

Of the \$467,492 District 7 paid to LCBR under Contract No. SPJTS during the review period, \$373,067 was expended to place 61 children, in the temporary custody and care of the Department, in foster family homes. Of the \$87,469 District 3 paid to LCBR under Contract No. SPJTS during the review period, \$58,468 was expended to place seven children, in the temporary custody and care of the Department, in foster family homes. The placement of children in foster family homes is not specified as a service to be provided under Contract No. SPJTS, nor was the contract intended to be used to purchase such services.

Of the \$103,485 in payments the OIG tested under Contract No. SPJTP, \$25,320 was paid by District 7 to LCBR to place nine children, in the temporary custody and care of the Department, in foster family homes. The placement of children in foster family homes is not specified as a service to be provided under Contract No. SPJTP, nor was the contract intended to be used to purchase such services. Moreover, Districts 7 and 3 FS program staff could not provide, nor could the OIG locate, a written contract with LCBR to provide foster care services to these districts.

For the period under review, s. 287.017, F.S., provides that the threshold amount for a CATEGORY TWO purchase is \$15,000.

Sections 287.058(1) and (2), F.S., state in pertinent part:

"Every procurement of contractual services in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO, ..., shall be evidenced by a written agreement embodying all provisions and conditions of the procurement of such services...."

"The written agreement shall be signed by the agency head and the contractor prior to the rendering of any contractual service the value of which is in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO, except in the case of a valid emergency as certified by the agency head. ... If the agency fails to have the contract signed by the agency head and the contractor prior to rendering the contractual service, and if an emergency does not exist, the agency head shall, no later than 30 days after the contractor begins rendering the service, certify the specific conditions and circumstances to the department as well as describe actions taken to prevent recurrence of such noncompliance. ... The procurement of contractual services shall not be divided so as to avoid the provisions of this section."

Paragraph 7-1. of HRS Manual, Contract Management System for Contractual Services, (HRSM 75-2 [currently CFOP 75-2]) introduced the Department's policy with regard to s. 287.058, F.S. and stated in pertinent part:

"...Any purchase greater than Category Two shall be evidenced by a written agreement (Standard Contract and Attachment I/Program Specific Model Attachment I..."

Paragraph 10-8.a. of HRSM 75-2 stated in pertinent part:

"Contracts must be signed in accordance with the most recent delegations of authority."

At the district level, this authority is usually delegated to the district administrator and deputy district administrator.

In those instances where children were placed in foster family homes, LCBR has been acting in its capacity as a licensed child-placing agency, rather than pursuant to the services specified to be provided in its written contracts with the Department. Moreover, the consensus of personnel interviewed was that the Department's employees responsible for placement of children were aware that contracts existed with LCBR, but were not familiar with the services specified therein. FS program staff in Districts 7 and 3 stated that they approved these payments because the \$1,200 monthly rate of payment for these children did not exceed the \$1,395 maximum monthly rate of payment specified in Contract Nos. SPJTS and SPJTP.

Although the OIG's testwork did not extend back prior to July 1, 1998, the OIG did locate written documentation that FS program staff in District 13 were aware that children were being inappropriately placed in foster family homes by LCBR since May 1996. According to documentation and interviews, FS program staff in District 3 were aware of such placements by September 1998, but were "comfortable with the arrangement." According to documentation and interviews with District 13 FS program staff this *unwritten* arrangement or "understanding" has occurred throughout most of the 1990's.

Prior to placing a child, the individual requesting the placement completes LCBR's application packet. The packet includes a placement agreement, which specifies the monthly rate charged by LCBR - generally \$1,200 for foster home services. It has a line for the signature of an authorized representative of the Department - generally it is a family services counselor, protective investigator, or their supervisor who signs. None of the copies of placement agreements the OIG located in the children's case files were countersigned by an employee or representative of LCBR. The services, above room and board, which LCBR agreed to provide in the placement agreement included: supervision, counseling, school attendance, quarterly reporting and cooperation with the placement plan.

Without executing a contract for foster care services in accordance with legal requirements, the Department has exposed itself to potential liability for any injury to these children. The Department failed to define, in writing, the services it expected LCBR to provide, and has failed to ensure that LCBR is legally obligated to provide these specific services. Moreover, without a written agreement, the Department has failed to specify the performance standards by which the quality of the services delivered by LCBR will be evaluated.

By failing to execute a contract for foster care services, the Department may also have failed to utilize Out-of-Home Care funds in the most efficient and effective manner. Although not confirmed with LCBR, documentation obtained by the OIG shows that LCBR was reimbursing foster parents \$600 per month for each child placed. While not binding on the districts, the Department's base monthly rate for room and board to foster parents is \$345 to \$425 (depending on the child's age). Districts can, and do, offer higher room and board rates to foster parents, generally when placing a child with special needs. District 7 pays above the base monthly rate only for children with documented medical conditions, and Districts 3 and 13 do so under justifiable conditions.

Recommendations:

The OIG was advised that effective October 1, 1999, District 13 entered into a child-placing agency - foster home services rate contract with LCBR (Contract No. SPJ98). **We recommend** that districts with children currently placed in foster family homes through LCBR seek the assistance of the Office of Legal Services to determine the appropriate terms and conditions necessary. **We also recommend** that districts placing children in foster family homes through LCBR do so under the terms and conditions determined by management.

Additionally, **we recommend** that staff who place children with LCBR be instructed to ascertain whether the child is being placed in the residential group care facility or a family foster home, and to carry out the placement in accordance with the appropriate contract. Paperwork submitted to the ICWSIS vouchering or revenue maximization units must clearly state whether the child is being placed in the residential group care facility or a family foster home. Since the placement location of a child impacts the rate of payment, family services counselors responsible for monitoring the care provided to these children must maintain an awareness of any movements in the child's location, and timely report these changes to the ICWSIS vouchering or revenue maximization units. Staff approving payments to LCBR must be instructed to verify that the payments are charged to the appropriate contract.

We further recommend that the FS central program office follow-up with all district program offices to determine whether other child-placing agencies are placing children, in the temporary custody and care of the Department, in foster family homes without a written agreement to provide such services. Where such placements exist, the FS central program office must ensure that the district program offices take appropriate corrective action.

Finding #2 - It was determined that 18 children, at a cost to the Department of \$38,970, were not sheltered by LCBR in accordance with the terms of Contract No. SPJTP. Moreover, the per diem rate paid for these shelter placements was approximately three times the Department's base rate.

Of the \$103,485 in payments the OIG tested under Contract No. SPJTP, \$30,510 was paid by District 7 to LCBR to provide emergency shelter to 14 boys and girls. It was determined, however, that these 14 children were not sheltered in accordance with the terms of Contract No. SPJTP. An additional \$8,460 was paid by District 7 to LCBR to provide emergency shelter for four boys and girls, but erroneously charged to Contract No. SPJTS [the residential group care facility contract]. These four children were also not sheltered in accordance with the terms of Contract No. SPJTP.

For seven of the 14 children paid for under Contract No. SPJTP, the OIG was able to determine that they were sheltered by LCBR in foster family homes. In the seven remaining instances, the OIG could not or did not determine the placement location, however, the children were female. These females were either sheltered, contrary to Contract No. SPJTP, in the male group facility, or more probably, sheltered by LCBR in foster family homes. All four of the children paid for under Contract No. SPJTS were sheltered by LCBR in foster family homes.

The intent of Contract No. SPJTP was to establish the rate of payment that LCBR would charge when the Department placed a child in LCBR's emergency shelter facility. Paragraph B.3.a. of Attachment I to Contract No. SPJTP specifies in pertinent part:

"Services for the physical care of the children must be delivered at the address stated on the agency license."

The Department licensed LCBR to operate a 12 bed emergency shelter in Altoona. Staff of District 13 FS program office's licensing unit stated, that LCBR does not have licensed emergency family homes.

LCBR advertises that children eligible for placement in the emergency shelter *"must be males between the ages of 9 and 17."* Although Contract No. SPJTP differs as to the age requirements, it does state in Attachment III that boys are eligible for admission. Moreover, the emergency sheltering of children in foster family homes is not a specified service to be provided under Contract No. SPJTP.

In those instances where children were sheltered in foster family homes, LCBR has been acting in its capacity as a licensed child-placing agency rather than pursuant to the services specified to be provided in Contract No. SPJTP. Moreover, the consensus of personnel interviewed was that the Department's employees responsible for placement of children were aware that contracts existed with LCBR, but were not familiar with the services specified therein.

By acting as a licensed child-placing agency for children in shelter status, LCBR has circumvented the eligibility criteria of Contract No. SPJTP. Moreover, the Department may also have failed to utilize Out-of-Home Care funds in the most efficient and effective manner. The Department paid LCBR the per diem rate of \$45 specified in Contract No. SPJTP for each of the children sheltered in a foster family home. This per diem rate includes 24-hour awake supervision of the children; i.e., staff are awake and supervising the children during the entire 24-hour day. There is no verification that foster family homes are providing 24-hour awake supervision. While not binding on the districts, the Department's base per diem rate for emergency shelter family homes is \$11.74 or \$12.86 (depending on the child's age), plus a \$50 per bed monthly subsidy.

Recommendations:

We recommend that the Department's districts not place children, in shelter status, with LCBR if they are not admitted and placed in accordance with the current emergency shelter contract. **We also recommend** that, prior to authorization, the district vouchering units scan each ICWSIS invoice charged against the current emergency shelter contract to verify that, pursuant to the eligibility requirements of the contract, payments are only included for boys. Moreover, **we recommend** that District 7 legal counsel seek to recoup any overpayments under Contract No. SPJTP, resulting from LCBR failing to provide the agreed upon level of service, i.e. 24-hour awake supervision.

Finding #3 - For the period under review, the OIG estimated that as much as \$125,457 in payments to LCBR (District 7 - \$102,743, District 3 - \$22,034, and District 13 - \$680) were incorrectly coded as being reimbursable under Title IV-E of the Social Security Act, Federal Payments for Foster Care and Adoption Assistance.

Payments processed through ICWSIS flow through to the Child Welfare Vouchering System (CWVS) from which data is extracted quarterly to report Title IV-E expenditures to the U.S. Department of Health and Human Services. For the period under review, it is estimated that the Federal share (approximately 55.74%) of incorrectly coded payments was \$69,930.

Pursuant to Title 45, Section 1356.60(a)(1), Code of Federal Regulations (C.F.R.), federal financial participation is available to the Department for funding foster care maintenance payments on behalf of eligible children.

Title 42, Section 675(4)(A), United States Code (U.S.C.) defines foster care maintenance payments as follows:

"...payments to cover the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to a child, and reasonable travel to the child's home for visitation. In the case of institutional care, such term shall include the reasonable costs of administration and operation of such institution as are necessarily required to provide the items described in the preceding sentence."

The Department considers residential group care to be institutional care as used in the above definition, and allows the cost of "24-hour supervision" to be claimed as an administrative cost under Title IV-E. The Department's policy regarding Title IV-E is currently set forth in CF Operating Procedure 175-71, Title IV-E Foster Care And Adoption Subsidy, and the allowability of costs has been previously described in a May 1995 memo to the district program offices from the FS central program office. This memo stated in pertinent part:

"Any type of services, medical and health costs may not be claimed under Title IV-E."

This policy was also restated in paragraph C.1.b. of Attachment I to Contract No. SPJTS, which specified the enhanced services and concluded the listing with, *"...as well as other Title IV-E ineligible costs."*

With regard to foster home services provided through child-placing agencies, the Department considers only the room and board portion paid to the foster parent as allowable under Title IV-E. This policy was reiterated in paragraph C.3.b. of Attachment I to Contract No. SPJ98, which stated in pertinent part:

"Only the board rate component can be charged to Title IV-E."

Payments to LCBR for children placed in its residential group care facility were assigned an ICWSIS expenditure type code based entirely on the eligibility of the child for Title IV-E funding. Consideration was not, however, given as to the type of services for which LCBR was being paid. As specified under paragraph C.1. of Attachment I to Contract No. SPJTS, the per child \$1,395 monthly rate of payment to LCBR consisted of \$715 for room, board and supervision; and \$680 for "enhanced services." For those children determined to be Title IV-E eligible, instead of just the \$715, the OIG found that the full \$1,395 payment had been given an ICWSIS code of "320" or "G11"- Title IV-E allowable.

Similarly, payments for children placed through LCBR in a foster family home were assigned an ICWSIS expenditure type code based entirely on the eligibility of the child for Title IV-E funding. Although a contract for these services could not be located, documentation obtained by the OIG shows that LCBR was reimbursing foster parents

\$600 per month for each child placed. While the full \$1,200 payment to LCBR had been given an ICWSIS code of "320" or "G11" – Title IV-E allowable, only the amount for room and board may be paid from Title IV-E funds.

Recommendations:

We recommend that Department management review these payments and reimburse the Department of Health and Human Services for its share of the incorrectly coded expenditures. As the ICWSIS expenditure type codes are not unique to LCBR, it is possible for miscodings of this nature to occur with payments to other child-caring and/or child-placing providers. Therefore, **we also recommend** that the FS central program office provide instruction and training to each district's vouchering or revenue maximization units in the use of appropriate ICWSIS expenditure type codes which correspond both to the child's Title IV-E eligibility and the allowability of the charge.

Finding #4 – The OIG found that District 7 paid LCBR for three individuals and District 3 paid LCBR for one individual that were no longer eligible for services under Contract No. SPJTS, because they had reached the age of 18.

Moreover, the OIG found that for one of the individuals, District 7 paid \$2,400 even though the individual was residing in LCBR's independent living trailer [a living arrangement not licensed by the Department]. The placement of children in an independent living trailer is not specified as a service to be provided under Contract No. SPJTS, nor was the contract intended to be used to purchase such services. Although outside the scope of this review, the OIG did locate written correspondence which discussed that subsequent to February 28, 1999, other dependent children from District 7 may have been placed by LCBR in living arrangements not licensed by the Department.

Contract No. SPJTS describes in section A.3. of Attachment I the clients to be served as follows:

"Children under the age of 18 who are in the legal or voluntary custody of the department."

Section 39.508(9)(a)7, F.S., [in effect at the time] provided in pertinent part:

"Commit the child to the temporary legal custody of the department....The term of such commitment continues until terminated by the court or until the child reaches the age of 18."

However, s. 409.145(3), F.S. authorizes the Department to,

(a) *"...continue to provide the services of the children's foster care program to individuals 18 to 21 years of age who are enrolled in high*

school, in a program leading to a high school equivalency diploma as defined in s. 229.814, or in a full-time career education program..."

(c)1. "...provide the services of the children's foster care program to an individual who is enrolled full-time in a postsecondary vocational-technical education program, full-time in a community college program leading toward a vocational degree or an associate degree, or full-time in a university or college..."

The OIG reviewed the case files for three of the four individuals age 18 or older, and found that they were enrolled in educational programs outside of LCBR, and either enrolled in or seeking enrollment in LCBR's independent living program. One child was in a foster home [and included under Finding #1], one appears to be in the residential group home, and one in LCBR's independent living trailer [a service for which the OIG could not locate a contract]. Since these individuals were pursuing their education, LCBR has chosen to continue to provide services to them. This action is not pursuant to Contract No. SPJTS, nor any other written agreement with the Department.

Without a written agreement authorizing LCBR to continue services after a child turns 18, the services may not have been provided in compliance with statutory or Departmental requirements. Specifically, these individuals have or were in the process of transitioning over to LCBR's independent living program, and one was living in the program's trailer. Subsidized Independent Living, is an optional part of the whole continuum of services that comprises the Department's independent living program. It seeks to allow an individual to live independent of the daily care and supervision of an adult, and includes teaching the individual money management and budgeting. District 7, which did not have a written agreement with LCBR covering independent living services provided in an unlicensed setting, paid LCBR directly for an individual's room and board, when such payments should have been made to the individual.

Recommendations:

We recommend that any district with children placed with LCBR identify those age 18 or older, and determine whether the placements and the services provided are still covered under an existing contract. Management must decide whether payments to LCBR must cease for those placements which do not comply with existing contracts. Should Department management want LCBR to continue to provide out-of-home care services to children age 18 or older, **we recommend** that they immediately comply with the statutory procurement process and execute a separate contract. The new agreement must specify the conditions under which such services may be continued for individuals age 18 or older, and the standards under which the delivery of service will be evaluated. With regard to the independent living program, **we recommend** that such language describe where the services are to be delivered, e.g. the use of unlicensed facilities; establish how an individual's subsidy rate for room and board will be determined; and specify that the subsidy will be paid directly to the individual.

Finding #5 - During the course of this review, the OIG identified certain control procedures which, had they been in place or in use, would have timely alerted management that approximately \$2 million in excessive payments were being charged against Contract No. SPJTS.

The control weaknesses identified include the following:

1. There is no centralized process to reconcile the monthly payments for all districts participating in the residential group home, and emergency shelter contracts, with the total number of licensed beds for each facility.

A centralized reconciliation process would help to safeguard the Department's assets by ensuring that, unless a waiver is granted, the total number of beds paid for does not exceed LCBR's licensed capacity, by facility. It would assist District 13's contract manager in carrying out his/her responsibilities, because ICWSIS is district specific and a district cannot access the ICWSIS records of other districts. Moreover, paragraph D.2., Special Provisions of Attachment I to Contract Nos. SPJTS and SPJTP, stipulates that each district is to be fully responsible and billed directly by LCBR for the cost of services provided to clients of that district.

2. Districts 3 and 7 did not encumber or allocate a portion of their Out-of-Home Care budget to either Contract Nos. SPJTS or SPJTP.

Paragraph 8-5.a.(5) of HRSM 75-2 states as follows:

"Each district is responsible for the encumbrance and allotment of its share of the rate contract."

3. District 7 incorrectly entered the licensed capacity of LCBR's residential group home, and emergency shelter in ICWSIS.

Any FS program staff responsible for placing children must be aware of the licensed capacity of group facilities. Correctly entering this information into ICWSIS enhances the reliability and validity of the ICWSIS Foster Home Over/Under Capacity Report. The consensus of personnel interviewed is that outside of District 13, FS program staff may not be aware of LCBR's licensed capacity for their residential group home, and emergency shelter.

Without these control procedures in place or in use, neither District 13's contract manager, nor the user districts' FS program offices have been able to effectively manage the residential group home and emergency shelter contracts. As mentioned in the History section of this report, actual payments recorded against Contract No. SPJTS in FLAIR were approximately \$2 million higher than would be expected for the 12 bed residential group care facility. The OIG found, for example, that for every day of the June 1998 service month, the Department paid LCBR for at least 51 children under Contract No. SPJTS, 48 of whom came from District 7.

Recommendations:

A. Short-term:

1. **We recommend** that District 13's contract manager receive a monthly report, from LCBR, of children in the residential group home and the emergency shelter, and receive a copy of the final monthly ICWSIS invoice from each user district. These reports should be reconciled against each other, as well as verifying that the reported count does not exceed the licensed capacity. Discrepancies must be reported to the user district for follow-up and resolution.
2. The OIG was advised that in fiscal year 1999-2000, District 7 had begun to encumber and allocate a portion of their Out-of-Home Care budget to the current residential group care and emergency shelter contracts with LCBR. **We also recommend** that District 3 comply with Department policy and do likewise.
3. **We further recommend** that each FS district program office, using the current residential group care and emergency shelter contracts with LCBR, ascertain the licensed capacities of these facilities and disseminate this information to the staff responsible for placing children. This information must also be entered into ICWSIS. **We also recommend** that the ICWSIS Foster Home Over/Under Capacity Report be reviewed monthly, and any placements with LCBR in excess of the licensed capacity be immediately researched and resolved.

B. Long-term:

1. To improve the overall accountability of FS multi-district rate contracts, **we recommend** that the FS central program office, in conjunction with Information Systems, develop and implement a standardized process for managing and reviewing payments to and placements with child-caring and/or child-placing agencies. Such a process should incorporate and build upon the above-mentioned short-term recommendations, as well as address other issues raised in the review report.


STATEMENTS FROM REVIEWED OFFICIALS

Although not required by Florida Statutes, the preliminary and tentative findings and recommendations of the review were submitted for response to Department officials. Their written responses are included in this report as Exhibit No. 1.

MEMORANDUM

DATE: March 24, 2000

TO: Guiseppe A. Betta
Inspector General

FROM:  Ester S. Tibbs
District Administrator

SUBJECT: District 3 Response to the Preliminary and Tentative Report of our
Management Review of Contract No. SPJTS with Lake County Boys Ranch

Thank you for providing a copy of the preliminary and tentative draft report of the findings and recommendations prepared pursuant to the Office of the Inspector General's Management Review of Contract No. SPJTS with the Lake County Boys Ranch.

As requested, I have reviewed the findings 1 through 5 contained in the report, and am in agreement with them as written. On January 5, 2000, all of the district administrators received a memorandum from Judge Kearney regarding the management review conducted. She requested the districts review the findings and let her know whether any of the issues related to contract controls and oversight had occurred in our respective districts. Because concerns were identified specific to District 3, a corrective action plan was developed and submitted to the Secretary on January 18, 2000.

Thank you for the opportunity to review and provide input on this report. Once the report is finalized, it will be reviewed again to determine if follow-up action is needed to address the recommendations contained in the report.

If you have further questions or concerns, please don't hesitate to contact me or Program Manager Lin Pelter at SunCom 625-5020.



Jeb Bush
Governor No. 1

Kathleen A. Kearney
Secretary

DATE: March 30, 2000

TO: Guiseppe A. Betta, Inspector General

FROM: Robert R. Mohr, District 7 Administrator

SUBJECT: Response to the Preliminary and Tentative Report on the Management Review of Lake County Boys Ranch

We have read the report prepared by your office (OIG) and agree with the findings and recommendations.

The OIG review was done in October 1999, covering a period of July 1998-February 1999. Prior to October, the district had identified many of the same issues identified by the OIG and had begun corrective actions. Those corrective actions began with the centralization of the vouchering process (February 1999) and the placement process (August 1999.) This was done as a step to control/eliminate many of the issues the OIG found during the review.

We have taken additional steps to ensure the children placed at Lake County Boys Ranch (LCBR) are in accordance with the terms and conditions of the current contract(s). Corrective actions that were implemented that directly impact the findings and recommendations in the review are as follows:

1. Operations staff are now copied on current provider contracts that effect the placement of children. Supervisors, counselors, and Independent Living coordinators can now better understand the terms and conditions that effect placement.
(Findings/recommendations # 1,2,4)
2. Procedures have been established for the placement unit and vouchering unit to eliminate incorrect payments, and ensure placements are in accordance with the terms of the contracts. The procedures will be incorporated into a placement manual that is currently under development.
(Findings/recommendations # 1, 2, 4)

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3. There is a monthly review/reconciliation of the ICWSIS invoice and the LCBR invoice. This is done as an added assurance that the LCBR invoice is accurate.
(Findings/recommendations # 1, 2, 4)
4. The Fed Max unit and vouchering unit are working very closely to correct and ensure correct codes are used when entering information into ICWSIS. Current district policy is to enter children into ICWSIS as Title IV-E eligible until eligibility is determined. Once eligibility is determined the vouchering unit makes a correcting entry if needed. Journal transfer entries are prepared and sent to fiscal within 48 hours. The vouchering unit has developed a "cheat sheet" to ensure correct codes are used when entering information into ICWSIS. The Fed Max unit also serves as a back up to catching errors through their general case management process.
(Findings/recommendations # 1, 3)

The district is evaluating the children currently placed at LCBR to verify the Department is receiving services as outlined in the contract. We will request assistance from legal services as needed. We expect the review to be completed by May 31, 2000. (Findings/recommendations # 1, 4)

The OIG also recommended on finding #2, that the District seek legal's help in recouping overpayment for services not received (ex: 24 awake supervision)

We have requested a list of the children from Bruce Smith. Once we have the list we will seek legal's advice and proceed accordingly.

In response to the finding/recommendation #5, we are now sending copies of invoices to District 13 so they can reconcile and monitor LCBR. Because ICWSIS contains district specific data, we are not able to monitor capacity of a provider that has children from other districts. We will continue to work with District 13 to maintain appropriate capacity.

Should you need additional information concerning this issue or response, please feel free to contact Deanna AmRhein, S/C 344-0430, or myself.

Copies to: Susan Heavner, Deputy District Administrator
Glen Casel, District Program Manager
Michel Serrano, District FS Operations Manager
Carole Fleming, Placement Director
Deanna AmRhein, OMC II



Jeb Bush
Governor

Exhibit No. 1

Kathleen A. Kearney
Secretary

April 14, 2000

Office of Internal Audit
ATTN: Mr. Bruce L. Smith
Tallahassee, Florida

Dear Mr. Smith:

We are in receipt of your April 3, 2000 preliminary and tentative draft report of the findings and recommendations prepared pursuant to OIG's Management Review of Contract SPJTS with the Partners for Children and Families, Inc. d/b/a/ Lake County Boys Ranch. Members of District 13 also participated in joint conference call on February 29, 2000 regarding this subject.

With respect to the comments directed to District 13, we are in agreement with the findings of the draft report with the following noted exceptions:

- The Circuit Court of the Fifth Judicial Circuit of the State of Florida, in and for Lake County grand jury brought an indictment for one count of Medicaid Fraud and two counts of Grand Theft on April 11, 2000.
- In it's presentment, the grand jury recommended that the State of Florida Medicaid Program, Department of Children and Families, Department of Juvenile Justice and any and all other state agencies and its subdivisions sever all contractual and financial agreements with the Boys Ranch immediately. On April 12, 2000, District 13 terminated all active contracts with Partners for Children and Families, Inc. effective at the close of the business day, May 11, 2000.

Finding # 1 Recommendation(s). This recommendation is now not valid based on recent court action. SPJ98 has been terminated. All districts that have placed children with LCBR have been advised of this grand jury action and are taking appropriate steps to bring children under district control. Concur with the intent of the final recommendation. The Department needs to address the systemic problem outlined in this finding.

Finding # 2 Recommendation(s). This recommendation is now not valid based on recent court action. Districts will not place children with LCBR since all contracts have been terminated. Concur with the intent of the second recommendation. Districts should, prior to

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authorization, verify eligibility requirements with the terms of the contract. Concur with the third recommendation of this finding, but this is a District 7 responsibility.

Finding # 3 Recommendations(s). Concur with the first recommendation. The department needs to review and determine if districts inappropriately coded costs to Title IV-E. Concur with second recommendation regarding central program instruction and training.

Finding # 4 Recommendation(s). This recommendation is now not valid based on recent court action. Additionally, the model attachment for Residential Group Care needs to be corrected to allow for services to be provided to children who have reached age 18 but remain in our custody.

Finding # 5 Recommendation(s). Short-term recommendations are now not valid based on recent court action, but OIG has identified a systemic statewide problem that needs to be corrected. A standardized check and balance process is needed for managing and reviewing payments to, and placements with, child-caring and/or child-placing agencies. A user friendly system needs to be developed to address statewide contract information.

Contracting problems identified in the OIG's Management Review with Partners for Children and Families, Inc. have been previously identified as areas of concern in District 13's contractual relationship with this provider. Internal reviews of other Family Safety contracts in this District have not revealed similar problems but the general theme of these findings and recommendations highlight a need for additional attention to detail in billing, placement, ICWSIS verification, and independent reviews. This District will strive to improve its internal processes to accomplish these tasks.

If you have further questions, please do not hesitate to contact me at S/C 895-5195 or Ron Zychowski at S/C 895-6194.


P.G. Howard
District Administrator

Cc: Ron Zychowski, DDA
Janice Johnson, DPM



Jeb Bush
Governor Exhibit No. 1

Kathleen A. Kearney
Secretary

DATE: April 5, 2000

TO: Guiseppe A. Betta, Inspector General

FROM: Buddy Croft, Assistant Secretary for Administration

SUBJECT: Response to Preliminary and Tentative Report of our Management Review of Contract No. SPJTS with Lake County Boys Ranch

Thank you for the opportunity to respond to the following finding and recommendation as they are stated in the draft report:

Finding #3: For the period under review, OIG estimated that as much as \$125,457 in payments to LCBR (District 7 - \$102,753, District 3 - \$22,034, and District 13 - \$680) were incorrectly coded as being reimbursable under Title IV-E of the Social Security Act, Federal Payments for Foster Care and Adoption Assistance.

Recommendation: It is recommended that the Department review these payments and reimburse the DHHS for its share of the incorrectly coded expenditures. As the ICWSIS expenditure type codes are not unique to LCBR, it is possible for miscodings of this nature to occur with payments to other child-caring and/or child-placing providers. Therefore, it is also recommended that the FS central program office provide instruction and training to each district's vouchering or revenue maximization units in the use of appropriate ICWSIS expenditure type codes which correspond both to the child's Title IV-E eligibility and the allowability of the charge.

Response: The Office of Revenue Management is responsible for the preparation and submission of quarterly expenditure reports to Federal grantor agencies. Should the Family Safety Central Program Office confirm that errors were made in the determination of eligibility for reimbursements under Title IV-E at the Lake County Boys Ranch, the Office of Revenue Management will retroactively modify the Federal reports accordingly.

If you have any questions, please call David DiSalvo at s/c 278-1700.

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Jeb Bush
Governor

Exhibit No. 1

Kathleen A. Kearney
Secretary

DATE: April 3, 2000

TO: Guiseppe A. Betta
Inspector General (OIG)

FROM: *Linda Radigan*
Linda Radigan
Director, Family Safety Program

SUBJECT: Response to 3/14/00 memo and your Management Review preliminary report regarding Contract SPJTS with Lake County Boys Ranch (LCBR).

Thank you for your preliminary report pursuant to the management review conducted by your office regarding Contract SPJTS with Lake County Boys Ranch.

As we implement community-based care, and transition many of the operations and functions of the Family Safety Program to private providers, our program office is becoming increasingly aware of the need to assess and improve statewide development and management of Family Safety Program contracts.

I have reviewed the findings and recommendations in the draft report. More specifically, the attached responds to selected finding numbers 1, 3 and 5, and related recommendations, as per your request.

In light of your findings and recommendations, and our overall goal of effective and efficient management of the Family Safety service continuum as the roles of both provider and department change, I submit the attached implementation plan.

Please let me know if you require further information or action from this office.

Attachment

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**Family Safety Central Office Implementation Plan
Management Review of Lake County Boys Ranch
Response to OIG Recommendations
March 28, 2000**

Finding #1: For the period under review, the department has inappropriately allowed the placement of 77 children by LCBR into family foster homes without the required written contract.

Recommendation #1a. Effective October 1, 1999, District 13 entered into a child-placing agency/foster home services rate contract with LCBR. Any district with children currently placed in family foster homes through LCBR should seek the assistance of the Office of Legal Services to convert these placements to the terms and conditions of the contract.

Response #1a. Districts who have placed children with LCBR should coordinate with the District 13 contract manager regarding placements and contract issues. Central Family Safety Program Office will advise district program administrators of this directive.

Action #	Actions Steps	Lead Person(s)	Timeline
1a.(1)	Identify contract manager or liaison in District 13.	Mary Allegretti	3/31/00
1a.(2)	Develop memo and distribute to all District Family Safety Program Administrators advising them of the above response and the name and phone number of the district contract manager or liaison.	Linda Radigan	4/10/00

Coordinate with: OLS

Recommendation #1b. Staff who place children with LCBR should be instructed to ascertain whether the child is being placed in the residential group care facility or family foster home and carry out placement and ICWSIS paperwork in accordance with the appropriate contract.

Response 1b. Central office will develop guidelines for best practices.

Action #	Actions Steps	Lead Person(s)	Timeline
1b.(1)	Identify a workgroup and workgroup leader to develop issues and develop guidelines related to cross-jurisdictional placement in response to 1b. The workgroup will ensure standardized best practices statewide as Community-Based Care is implemented. Factors to be considered would	Linda Radigan	4/15/00

	<p>Include:</p> <ul style="list-style-type: none"> Contract development – collaboration across districts; Cross-district communication with contract manager as children are placed; Updating contract amounts and 1122's to cover encumbrances from multiple districts; amending contracts as needed; Contract review and monitoring guidelines (e.g. no less than quarterly review and reconciliation of contract dollars, ICWSIS payments, reported provider census, and over/under capacity reports); Meeting statewide service needs; Transition to Community-Based Care issues; Complimentary contracting; Model attachments; and Standardized state rates for services. 		
1b.(2)	Develop Comprehensive Family Safety cross-jurisdictional placement guidelines and/or operating procedure and training	Workgroup	6/1/00 and ongoing
1b.(3)	Develop plan to implement training statewide.	Linda Radigan	
1b.(4)	Designate central office staff to coordinate, obtain feedback and disseminate new/updated information to Family Safety Program Offices statewide.	Linda Radigan	Identify staff 4/15/00; ongoing coordination and updates.
1b.(5)	Distribute guidelines/operating procedure to all districts.	Designated Family Safety Staff	6/15/00
1b.(6)	Roll-out statewide training.	Linda Radigan	Per training implementation plan

Coordinate with: OLS, ASB, CBC, ASC

Recommendation #1c. Family Safety Central Office should follow-up with all district program offices to determine whether other child-placing agencies are placing children in the care and custody of the Department, in family foster homes without a written agreement to provide such services. Where such placements exist, The Family Safety central program office must ensure that appropriate corrective action be taken by the district program offices.

Response 1c. Central Office will review district plans for quality and provide technical assistance if necessary.

Action #	Actions Steps	Lead Person(s)	Timeline
1c.(1)	Obtain copies of district corrective action plans sent to Judge Kearney.	Linda Radigan Mary Allegretti Margaret Taylor	4/1/00
1c.(2)	Develop review team to include Family Safety Central Office Program staff, Legal staff, Contract Administration staff, and Federal Funding staff.	Mary Allegretti	4/1/00
1c.(3)	Review plans; provide feedback to Judge Kearney and workgroup, and offer technical assistance to districts as needed.	Review Team	4/30/00

Coordinate with: OLS, ASC

Finding #3: For the period under review, OIG estimated that as much as \$125,457 in payments to LCBR were incorrectly coded as being reimbursable under Title IV-E of the Social Security Act.

Recommendation #3a. The Department should review these payments and reimburse the DHHS for its share of incorrectly coded expenditures.

Response 3a. The department will review and adjust expenditures in a future claim. We will not directly reimburse DHHS.

Action #	Actions Steps	Lead Person(s)	Timeline
3a.(1)	Request districts involved to send plan to Family Safety Central Office Federal Funding Unit for review.	Margaret Taylor	4/1/00
3a.(2)	Request and review quarterly district updates until resolved.	Margaret Taylor	ongoing

Recommendation #3b. The Family Safety Program office provide instruction and training to each district's vouchering or revenue maximization units in the use of appropriate ICWSIS expenditure type codes which correspond to both the child's eligibility and the allowability of the charge.

Response 3b. The Central Office Federal Funding Unit plans to address IV-E related issues with the districts on an ongoing basis.		
Action #	Actions Steps	Lead Person(s) Timeline
3b.(1)	Develop and distribute memo to all Family Safety Program Administrators and Revenue Maximization Unit Supervisors clarifying when administrative/maintenance costs can be claimed as IV-E reimbursable.	Margaret Taylor 4/1/00
3b.(2)	Provide training at June Statewide Revenue Maximization Meeting and ongoing annually.	Margaret Taylor 6/30/00
3c.(3)	Monitor district compliance during comprehensive reviews	Margaret Taylor ongoing

Finding #5: OIG identified certain control procedures that, had they been in place or in use, would have alerted management that approximately \$2 million in excess payments were being charged against Contract SPJTS.

Short-Term Recommendations Related to Finding #5:

Recommendation #5a. District 13's LCBR contract manager should receive a monthly census from LCBR and a copy of the final monthly ICWSIS invoice from each user district. These should be reconciled against one another, as well as verifying that the census does not exceed licensed capacity. Discrepancies must be reported to the user district for follow up and resolution.

Response 5a. This recommendation appears to be consistent with good contract management and should be carried out at the district level.

Response 5a. This recommendation appears to be consistent with good contract management and should be carried out at the district level.		
Action #	Actions Steps	Lead Person(s) Timeline
5a.(1)	DISTRICT RESPONSIBILITY.	District 13 Family Safety Program Workgroup Immediately 6/1/00 and ongoing
5a.(2)	See action step #1b(2) for in statewide roll-out.	

Recommendation #5b. Recommend District 3 encumber and allot a portion of their FY 99/00 out-of-home care budget to current residential group care and emergency shelter for LCBR.

Response 5b. This is a decision that must be made at the district level.

Action #	Actions Steps	Lead Person(s)	Timeline
5b.(1)	DISTRICT RESPONSIBILITY.	District 13 Family Safety Program	Immediately
5b.(2)	See action step #1b for in statewide rollout.	Workgroup	6/1/00 and ongoing

Recommendation #5c. Each Family Safety Program Office utilizing the LCBR contracts ascertain the licensed capacities of these facilities and disseminate information to the staff responsible for placing children. This information must also be entered into ICWSIS.

Response 5c. Central office will review district plans and follow-up as necessary.

Action #	Actions Steps	Lead Person(s)	Timeline
5c.(1)	Review district corrective action plans for inclusion of this task.	Mary Allegretti Margaret Taylor	4/15/00
5c.(2)	Follow-up with districts via phone who have not addressed this issue	Mary Allegretti Margaret Taylor	4/31/00

Recommendation #5d. ICWSIS Foster Home Over/Under Capacity reports must be reviewed, and any placements with LCBR in excess of licensed capacity must be immediately researched and resolved.

Response 5d. This should be completed by District 13 as a contract management responsibility. This over capacity issues will be addressed in the guidelines/operating procedure development referenced in 1b.

Action #	Actions Steps	Lead Person(s)	Timeline
5d.(1)	See action step #1b(2) for in statewide roll-out.	Workgroup	6/1/00 and ongoing

Long-Term Recommendations Related to Finding #5:

Recommendation #5e. To improve the overall accountability of Family Safety multi-district rate contracts, the Family Safety Central Program Office, in conjunction with information systems, should implement a standardized process for managing and reviewing

payments to and placements with child-caring and/or child-placing agencies. This process should incorporate and build upon short-term strategies and address all issues in this report.

Response 5e. The management of rate contracts is and should remain a district responsibility. Central office will review placements with and payments to child caring and/or placing agencies on a sample basis as part of the Quality Assurance/ASFA compliance reviews in each district.

Action #	Actions Steps	Lead Person(s)	Timeline
5e.(1)	See action steps 1b.(1) –1b.(6) that support a standardized process statewide.	See action steps 1b.(1) –1b.(6)	See action steps 1b.(1) –1b.(6)
5e.(2)	Review placements with and payments to child caring and/or placing agencies on a sample basis as part of the central office Quality Assurance/ASFA compliance reviews in each district; share results with workgroup in order to evaluate effectiveness of statewide contract management processes developed.	Margaret Taylor Workgroup	Ongoing

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